



STATE OF ALASKA
DEPARTMENT OF
COMMERCE
COMMUNITY AND
ECONOMIC DEVELOPMENT

Mike Dunleavy, Governor
Julie Sande, Commissioner
Robert M. Pickett, Chairman

Regulatory Commission of Alaska

March 17, 2022

In reply refer to: Tariff Section
File: TA535-18
LO #: L2200076

Anthony M. Izzo
Chief Executive Officer
Matanuska Electric Association, Inc.
P. O. Box 2929
Palmer, AK 99645

Dear Mr. Izzo:

Matanuska Electric Association, Inc. (MEA) filed TA535-18 on January 7, 2022,¹ seeking approval of the Interconnection and Purchase Power Agreement (IPPA) between MEA and Energy 49, LLC (Energy 49). On March 14, 2022, the Regulatory Commission of Alaska approved the IPPA between MEA and Energy 49, and Tariff Sheet No. 98 filed January 7, 2022, by MEA with TA535-18. The effective date of the tariff sheets and the agreement is March 18, 2022.

Enclosed are validated copies of the approved tariff sheet and the IPPA. Please note that the effective date has been added to the bottom right corner of each page of the IPPA. In addition, a reference to TA535-18 has been added to the bottom left corner of each page of the IPPA. Finally, the effective date on the tariff sheet has been updated to reflect March 18, 2022.

BY DIRECTION OF THE COMMISSION

Sincerely,

REGULATORY COMMISSION OF ALASKA

Cameron Rollins

Cameron Rollins (Mar 17, 2022 12:37 AKDT)

Cameron Rollins
Acting Engineering Section Manager

Enclosures

cc: Tyler Clark

¹ The 45-day review period ended February 22, 2022. On February 17, 2022, Staff requested an extension of the 45-day review period until March 18, 2022. On February 17, 2022, MEA agreed to extend to March 18, 2022.

RCA No. 18 6th Revised

Sheet No. 98

Canceling

5th Revised

Sheet No. 98

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MATANUSKA ELECTRIC ASSOCIATION, INC.

SCHEDULE OF SPECIAL CONTRACTS

The Association currently has in effect the following special contracts:

South Fork Hydro, LLC

Purchase of electric energy from hydroelectric generation located at the South Fork of Eagle River in Eagle River, AK.
(see TA407-18 for details).

AK Renewable Energy Partners, LLC

Purchase of electric energy from solar electric generation located in Willow, AK.
(see TA510-18 for details).

Ram Valley, LLC

Purchase of electric energy from hydro-electric generation located in Eagle River, AK.
(see TA517-18 for details).

Chugach Electric Association, Inc.

Purchase and sale of electric energy via tight power pool transactions.
(see TA523-18 for details).

Municipality of Anchorage

Purchase of electric power from the Eklutna Hydroelectric Project located near Eklutna, AK.
(see TA525-18 for details).

Energy 49, LLC

Purchase of electric energy from solar electric generation in Houston, AK.
(see TA535-18 for details).

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Tariff Advice No. 535-18

Effective: March 18, 2022

Issued by: MATANUSKA ELECTRIC ASSOCIATION, INC.

By: 
Anthony M. Izzo

Title: Chief Executive Officer

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INTERCONNECTION AND POWER PURCHASE AGREEMENT

BETWEEN

MATANUSKA ELECTRIC ASSOCIATION, INC.

AND

ENERGY 49, LLC

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REGULATORY COMMISSION OF ALASKA**INTERCONNECTION AND POWER PURCHASE AGREEMENT****BETWEEN****MATANUSKA ELECTRIC ASSOCIATION, INC.****AND****ENERGY 49 LLC**

WHEREAS, Energy 49, LLC (hereinafter the "Producer") is constructing a solar generation facility with an alternating current (AC) nameplate capacity of approximately 6 Megawatts ("MW"), to be located at Hawk Lane, Houston, AK 99694 Alaska (hereinafter the "Project"); and

WHEREAS, Producer wishes to interconnect the Project with the electric distribution system owned by Matanuska Electric Association, Inc. (hereinafter "MEA"); and

WHEREAS, Producer desires to sell the entire electric energy output of the Project to MEA pursuant to a long-term power purchase agreement (hereinafter the "Agreement"); and

WHEREAS, MEA wishes to interconnect with Producer's Project, and purchase the entire electric energy output of the Project, subject to the terms and conditions of this Agreement.

NOW THEREFORE IT IS HEREBY AGREED:**1. Parties**

The parties to this Agreement are Producer and MEA. Within this Agreement, the term "Party" means either Producer or MEA, and the term "Parties" means both Producer and MEA.

2. Term

This Agreement does not become effective until (1) it has been signed by authorized representatives of both Parties and (2), in accordance with 3 AAC 48.390(b) prior approval of the Agreement by the Regulatory Commission of Alaska (hereinafter "Commission") has been granted. The Parties also acknowledge that this Agreement is, at all times subject to revision by the Commission.

Producer acknowledges it may be required by the Commission to obtain a Certificate of Public Convenience and Necessity prior to operating its power generation facilities. Producer assumes all responsibility for obtaining any applicable Commission approval, or exemption for such, and acknowledges that any necessary Commission determination must be obtained before energy sales may transpire under this PPA.

Prior to the first delivery of electric energy generated from the Project to MEA (the "Startup Date"), Producer shall have completed commissioning of the Project and all MEA Upgrades shall be complete. This Agreement will expire three (3) years from its date of execution if the Startup Date has not occurred prior to such expiration date. If the Startup Date occurs prior to the expiration date identified above, this Agreement will expire twenty-five (25) years from the Startup Date.

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3. Project Output

Producer commits to sell all (100%) of the Project's output, as metered at the interconnection point, to MEA. MEA commits to purchase all (100%) of the Project's output, as metered at the interconnection point, subject to Section 15 (Curtailment and Disconnection) of this Agreement.

Producer shall guarantee 80 percent of expected annual output from front-side panel production over any consecutive 36-month period. The Parties agree that, for the purposes of this Agreement, the term "Front-side Panel Production" refers to the estimated production from the front side of a bi-facial solar panel and that the expected annual output from the Front-side Panel Production is provided in Appendix C. When determining whether Producer has satisfied its obligation to provide 80 percent of the expected annual output from Front-side Panel Production over any consecutive 36-month period, Producer is entitled to make appropriate adjustments in that calculation to account for any Force Majeure Events (which for this purpose means any circumstances outside Producer's reasonable control that cannot be avoided through commercially reasonable efforts) and/or MEA directed curtailments (including any curtailment or disconnection pursuant to Section 15). In the event Producer fails to satisfy its obligation to provide the contract output, MEA, in its sole discretion, may declare such failure a material breach.

4. Equipment Inspection

Producer warrants that its Project equipment is as described on its request for service. In the event Producer seeks to modify its Project equipment (replacement in kind excluded), Producer will provide MEA sixty (60) days' notice prior to performing such modifications so that MEA may determine whether the modifications meet Tariff, safety, and operational requirements, or require modifications to the interconnection equipment. Producer authorizes MEA to inspect Project equipment at any time, with a twenty-four (24) hour notice and exercising this right of inspection, the Parties hereby agree that MEA is not undertaking any responsibility for the design, operation, or maintenance of the Project.

5. Liability and Indemnification

Producer shall defend, indemnify and hold MEA harmless from and against any and all claims, liability, damages and expenses, including reasonable attorneys' fees and court costs, arising out of or related to any personal injury, death or damage to any person or property, including loss of use thereof, which arises out of or results from any act or omission by Producer, its employees, agents, contractors, representatives, successors or assigns during or after construction, ownership, operation or maintenance of Producer's facilities used in connection with this Agreement, except to the extent caused by the negligence of MEA, its employees, agents, or representatives. Producer agrees to compensate MEA for any damage to MEA's equipment caused by Producer operations or resulting from Producer's interconnection with the Project to the extent the damage results from Producer's negligence. Upon the written request of MEA seeking indemnification under this provision Producer shall defend any suit which asserts a claim covered by this provision. If MEA is required to file an action or proceeding to enforce its indemnification rights under this provision and said indemnification rights are upheld by a court or arbitrator having valid jurisdiction, Producer shall reimburse MEA for all expenses, including actual attorneys' fees and court costs, incurred in connection with such action.

Producer further agrees to defend and indemnify and hold MEA harmless of any penalty or remediation ordered by any government agency, caused by or resulting from operation, construction, removal or failure to remove the Project, or Producer's failure to properly maintain

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the Project. Producer further agrees that MEA has no responsibility for the design, operation, or maintenance of the Project, and agrees to indemnify MEA against any claims related to such matters.

MEA agrees to defend, indemnify, and hold harmless Producer from any personal injury, death, or property damage to any third party resulting from negligent acts or omissions of MEA employees, agents, contractors, or representatives, while those MEA employees, agents, contractors, or representatives are on-site at the Project exercising any MEA rights granted pursuant to this Agreement. MEA shall have no liability to Producer for outages or disturbances on the MEA system that may impact Producer operations. Producer is responsible for all protections or safeguards necessary to protect Producer operations and equipment while interconnected to MEA.

6. Insurance

For the duration of this Agreement, and at all times the Project is interconnected with MEA's distribution system, Producer agrees to continuously maintain commercial general liability insurance, with carrier(s) permitted to issue insurance policies in the State of Alaska, of not less than \$1,000,000 combined single limit for bodily injury and property damage that may originate from the Project. Producer will list MEA as an additional insured on the general liability insurance policy(ies) for the Project. To the extent required by law, Producer will also maintain Workers Compensation and Employer's Liability insurance for the Project during all times the Project is interconnected with MEA's distribution system and Producer or its employees or contractors are working on Producer facilities. To the extent insurance is required by this Agreement, Producer will provide MEA with Certificates of Insurance documenting its compliance with such requirements.

Any failure to comply with the requirements of this paragraph constitutes cause for MEA to immediately disconnect the Project from MEA's system. In the event the Project is disconnected from MEA's system due to Producer's failure to maintain the required insurance, MEA's obligation to purchase electric energy from the Project shall be suspended until such time as Producer provides proof that it is in compliance with its insurance requirements. During such suspension, Producer shall be prohibited from selling Project energy to any individual or entity other than MEA.

7. Technical Standards.

Electric energy produced by the Project shall be delivered in accordance with IEEE Standard 1547 2018, Standard for Interconnecting Distributed Resources with Electric Power Systems, as well as MEA Interconnection standards specified in this Agreement in Appendix-A: MEA Design and Operational Requirements for Interconnection of Small Synchronous Generators.

Producer, in its capacity as owner and operator of the Project, shall operate the Project and perform its obligations hereunder in compliance with Railbelt Reliability Standards approved by the Commission and provided to Producer. MEA shall endeavor to apprise the Producer of any changes to standards set by regulators or regional operators though it remains the ultimate responsibility of the Producer to monitor changes in standards from these sources. MEA will apprise the Producer of any changes in standards initiated by MEA.

MEA shall notify Producer of any Standards Violation caused by the Project ("Standards Violation Notice"). Producer is solely responsible for correcting any Standards Violation it causes and shall provide MEA a written response describing its plan to address the Standards Violation within thirty (30) days. Producer is responsible for any fine it or MEA is assessed as a result of

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a Standards Violation resulting from Producer's failure to comply. If MEA provides a Standards Violation Notice and Supplier has not provided a written plan to address such Violation to MEA prior to the end of such thirty (30)-day period, MEA reserves the right to offset the undisputed amount of such fines from its energy payments due to Producer under this Agreement.

In the event Producer disputes the amount or the nature of the Standards Violation Notice, Producer shall notify MEA in writing of the basis for the dispute. Representatives of Producer and MEA shall attempt to resolve the dispute within sixty (60) days of the date MEA received the disputed Standards Violation Notice. If resolution is not achieved within such 60-day period, either Party may submit the dispute to the Commission for resolution.

8. Operation

Producer shall always operate the Project in a manner consistent with prudent utility practice during which the Project is electrically interconnected with MEA's distribution system. Prior to the time Producer commences producing electric energy with the Project, and after the interconnection equipment has been installed, Producer and MEA's Dispatch Supervisor shall review and mutually understand the protocol for disconnection of the Project from MEA's distribution system due to scheduled maintenance and or unplanned outages and restoration to normal operations.

The Operating Requirements and Operation Protocol included in this Agreement are shown in sections "B" and "C" of Appendix A.

9. Pricing

From the Project Startup Date through the end of the term of this Agreement, MEA shall pay the Producer a starting price of \$0.067 per kilowatt hour ("kWh") for energy delivered to MEA from the Project, which starting price shall escalate annually at 1.5% per year, as set forth in Appendix D (the "Contract Price").

Once in the first [five (5)] years and once in the [second five (5)] years of this Agreement, Producer may request renegotiation to another rate or rate methodology for the remaining term of the Agreement, at which time the Parties may (but MEA is not obligated to) agree upon another rate or rate methodology consistent with MEA's Tariff. However, once another rate or rate methodology has been successfully negotiated, such rate or rate methodology will remain in place for the remaining term of the Agreement, subject to Commission approval, and no additional negotiations regarding the rate shall occur.

10. Purchase Option

At any time following the tenth (10th) anniversary of the Startup Date, MEA may exercise a right (but is under no obligation) to purchase the Project (including associated real property rights, equipment, and interconnection facilities) for a purchase price equal to the Project's Fair Market Value. The Parties agree that the term "Fair Market Value", for purposes of this Agreement, shall mean the value determined by a nationally recognized independent appraiser selected by the Parties, with experience and expertise in the solar photovoltaic industry. Such appraisal shall act reasonably and in good faith to determine the Fair Market Value and shall set forth such determination in a written opinion delivered to the Parties. The costs of the appraisal shall be borne by the Parties equally. If the Parties are unable to agree on the selection of an appraiser, each Party shall pay for an appraisal performed by such Party's preferred appraisal company and the final purchase price shall be estimated as the average of the two appraisals.

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No fewer than one hundred and eighty (180) days prior to the proposed purchase date, MEA shall provide a notice to Producer of its intent to purchase the Project ("Exercise Notice"). Following MEA's delivery of the Exercise Notice, the Parties shall cooperate in good faith to enter into a mutually satisfactory purchase and sale agreement to carry out the purchase and sale contemplated hereunder.

11. Billing & Payment

MEA shall meter the electric energy delivered to MEA from the Project and shall read such meter for billing purposes on or about the last day of each calendar month. The energy will be totaled on an average of a 15-minute demand in kWh for the billing period. MEA shall electronically provide Producer with these meter readings and, to the extent readily available, any intermediate meter readings that Producer may reasonably request. MEA will compensate Producer for only energy transmitted; a demand or kW capacity payment will not be applicable or paid by MEA for the life of the project. Producer shall render an invoice to MEA based upon the energy delivered and billing readings not more frequently than once per calendar month, and MEA shall pay such invoices within thirty (30) days of receipt.

Meter testing shall be done pursuant to the terms set forth in MEA's Tariff, as such terms may be modified from time to time with the Commission's approval. Producer may request a revenue meter test no more than once per year at MEA's cost, otherwise Producer shall compensate MEA for additional requested tests. MEA may administer charges for Power Factor (PF) correction should the Producer facility fail to perform within agreed technical boundaries included in Appendix A for acceptable PF requirements.

Producer will submit its billing invoice to MEA's Accounts Payable Department based on Project output energy delivered the previous month at the metering point as defined in Section 3 above. Billing invoices must be mailed to the following address:

Matanuska Electric Association, Inc.
Attn: Accounts Payable Dept.
P.O. Box 2929
Palmer, AK 99645

Alternatively, billing invoices may also be sent electronically to MEA's Accounts Payable Department by emailing them to: accountspayable@mea.coop.

12. Billing Disputes

In the event MEA disputes the amount invoiced by Producer, MEA shall pay the undisputed amount within thirty (30) days of receiving the disputed invoice and shall notify Producer in writing of the basis for disputing the remainder at the same time as the partial payment is made. Representatives of Producer and MEA shall attempt to resolve the dispute within sixty (60) days of the date MEA received the disputed invoice. If resolution is not achieved within such 60-day period, either Party may submit the dispute to the Commission for resolution.

13. Interconnection and Integration Cost

Producer agrees to pay MEA for all studies that MEA, at its sole discretion, determines are required to interconnect and integrate Producer's facility into MEA's system. In addition, Producer shall pay for all improvements that MEA, at its sole discretion, determines are necessary to interconnect and integrate Producer's facility into MEA's system. MEA must receive payment for the estimated cost to perform the studies, prior to commencing work. MEA

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must receive payment of the estimated cost to install the required improvements, prior to performing any work related to the installation of those improvements. The payment method outlined above shall be in full force and effect throughout the term of this contract, including any additions or modifications to Producer's facility, unless other mutually acceptable terms for payment are reached, and documented in writing, consistent with 3 AAC 50.760(e).

14. Service

MEA will supply electric utility service to Producer pursuant to MEA's Tariff if such service is requested by Producer. Producer is not under any obligation to supply electric energy to MEA but may do so if and when it chooses. MEA may interrupt the supply of electric utility service to Producer at any time for safety, or operational, or other such reasons without any guarantee of restoration time other than complying with prudent utility practices. Service can also be interrupted in case of material breach as stipulated in Section 15 of this Agreement.

15. Curtailment and Disconnection

MEA may disconnect the Project from its system or curtail the amount of energy it takes from the Project without notice if a hazardous condition exists and disconnection or curtailment is necessary to protect persons, utility facilities, or consumer property from damage, or to restore service on MEA's distribution system in the event of an unplanned outage. In the event of such termination or curtailment, MEA shall notify Producer as soon as possible and in writing within 24 hours of the reason for disconnection and its expected duration. If Producer disputes MEA's decision to disconnect or curtail the Project pursuant to this paragraph, Producer shall notify MEA of the basis for its dispute in writing within 10 days of the date of disconnection. If the Parties cannot resolve such dispute within 10 days of the date MEA receives this notice, either Party is free to submit the dispute to the Commission for resolution. In no event, shall MEA be liable to Producer for revenue lost during a disconnection or curtailment pursuant to this paragraph of less than 24-hour duration; provided, that if MEA curtails or disconnects the Project for reasons other than those set forth in Section 15, or Producer's dispute of MEA's decision to disconnect or curtail the Project is otherwise resolved in Producer's favor, MEA shall be liable to Producer for revenue lost during any such period of disconnection or curtailment.

MEA shall provide Producer with at least 24 hours advance notice of maintenance, upgrade, or other activities that would result in a scheduled disconnection or curtailment. MEA shall perform any such maintenance, upgrades or other activities promptly, and shall make all commercially reasonable efforts to minimize the duration of such disconnection or curtailment in accordance with prudent utility practices. MEA shall not be liable to Producer for revenue lost during such disconnection or curtailment, except for revenue lost during periods for which the Commission finds that MEA did not act promptly and make reasonable efforts, in accordance with prudent utility standards, to minimize the duration of such disconnection or curtailment consistent with such other operational considerations as existed at the time.

16. Termination

If the Commission, in its substantive Order addressing approval of this Agreement, alters or imposes terms and conditions that are unacceptable to either of the Parties, either Party may terminate this Agreement upon written notification to the other Party within 30 days of the Commission issuing its Order, following which no purchases or sales under this Agreement will take place, and this Agreement will terminate.

Either Party may terminate this Agreement upon a material breach by the other, but only if notice of the breach has been given, and no cure of the breach has been made prior to expiration of

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thirty (30) days from date of notice. Disputes submitted to the Commission for resolution pursuant to this Agreement shall not be considered a material breach of this Agreement for purposes of termination until such time as the dispute resolution process has been finally concluded and there has been a failure of one or both Parties to comply with such final resolution.

17. Notice.

Notice shall be given in writing to the Parties at the following addresses:

When to MEA:

Matanuska Electric Association, Inc.
Attn. Josh Craft, Grid Modernization Manager
P.O. Box 2929
Palmer, AK 99645

When to Producer:

Energy 49, LLC
Attn. Jenn Miller
1570 Garden St.
Anchorage, AK 99508

Alternatively, written notices may also be sent electronically to Producer by emailing them to: jenn.miller@renewableipp.com

18. Entire Agreement

The entire agreement between Producer and MEA with regard to the Project is as set forth in this Agreement and those portions of MEA's Tariff, as such may be amended from time to time with the approval of the Commission, which do not directly conflict with the specific terms of this Agreement.

19. Covenant Not to Compete

Producer agrees that it will not sell, barter, donate or otherwise attempt to deliver Project energy to any individual or entity other than MEA during the life of this Agreement.

20. No Wheeling Rights

Producer acknowledges and agrees that nothing contained herein shall be interpreted or argued to give Producer any right to use MEA facilities for any purpose other than energy delivered to MEA, including but not limited to the wheeling of electrical energy.

21. Renewable Energy Credits

The Parties acknowledge and agree that the Project is economically viable only because of MEA's willingness to enter into a long-term power purchase agreement, under which MEA takes the entire output of the Project. The Parties further acknowledge that the Project may be eligible, or become eligible, for Renewable Energy Credits (herein after RECs) or similar federal, state, or local government incentive programs, and that such RECs may have a monetary value that is independent of the energy produced.

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a. Economic Benefits to be Shared Equally.

The Parties agree that, for the duration of this Agreement, they will share equally (Producer receives 50% and MEA receives 50%) in the benefit of any and all RECs attributable to the Project. The Producer shall act as the agent for sale of any available RECs until such time that MEA requests the Producer to cease such activity on MEA's behalf.

b. Duty of Disclosure and Access to Records.

The Producer shall have a duty to make available documentation as is reasonably required to verify the terms and value of the RECs.

c. Right of Offset.

MEA reserves the right to collect its share of the value of any RECs received by Producer from payments that may otherwise be due to Producer under this Agreement.

22. Amendment

The terms of this Agreement shall only be amended by written agreement signed by both Producer and MEA. No amendment of this Agreement shall become effective until approved by the Commission.

23. Assignment

Neither this Agreement, nor any interest therein, shall be transferred or assigned to any other person or entity by either Party unless the other Party has approved of such assignment in writing. Approval of a requested assignment shall not be unreasonably withheld. Notwithstanding the above, Producer may assign its right to receive payments under this Agreement so long as MEA is held harmless under such assignment for payments that might be misdirected.

MEA shall cooperate with Producer to enter into a customary consent to assignment to lenders in connection with Producer's financing of the Project, which shall include customary provisions including extended lender cure periods and other confirmations relative to this Agreement as may be reasonably requested, and shall provide such other certifications, estoppels, representations, information and other documents as may be reasonably requested by Producer or its investors or lenders.

24. Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Alaska.

25. Relationship of the Parties

Under the terms of this Agreement, Producer is a seller of electric energy and MEA is a purchaser of electric energy. This Agreement shall not be interpreted as creating any sort of partnership, joint venture, or agency relationship between MEA and Producer.



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AGREED:

AGREED:

Energy 49, LLC		Matanuska Electric Association Inc.	
By:		By:	
Date:	12/3/2021	Date:	12/3/21
Name:	Jenn Miller	Name:	Anthony M. Izzo
Title:	Chief Executive Officer of Renewable IPP, LLC, as Manager of Energy 49, LLC	Title:	Chief Executive Officer